

221
206

THE CASE

OF

S^{IR} RICHARD TEMPLE

About the Breach of Priviledge, upon the REPORT.

1st.

IT appears by the Order of the House, refer'd to the Committee of Priviledges, that both Mr. *Palms*, and Sr. *Richard* were equally Complainants against each other, for a Breach of Priviledge; supposed to be committed by their respective Agents, Servants, or Tennants; which was to be decided against either of them, according as the Possession should fall out to be, at the meeting of this *Parliament*. Nevertheless at the Hearing, Sr. *Richard's* Bayliff and Attorney, (*viz.*) *Thorpe* and *Gallaway*, because they were named in his Complaint, were rejected: And Mr. *Blackall*, Mr. *Palms's* Bayliff, who with Twenty Men, made a forcible Entry and Ryot, on Sr. *Richard's* Possession; of which number all the rest of his Witnesses were, (tho' equally complained of) admitted.

2^{dly}.

It was agreed by Mr. *Palms's* Council, that Sr. *Richard* had a Morgage of Inheritance upon the *Estate*, which was ready to be produced; and both by Council and Witnesses. That he was in quiet Possession from *November* 1686. till the Death of Mrs. *Danby* in *June* last; and had received three half Years Rent before her Death, and all that was insisted upon, of any change or interruption of that Possession, until the Disturbance on the Fourteenth day of *March* last; was a pretended Attornment by some of the Tennants, to Mr. *Palms's* Agent, in *July* and *August* following: But the manner of that Attornment was not otherways prov'd, but by a Paper given in, all Written by one hand, Purporting no more than a promise of paying their Rent to Mr. *Palms*; but not expressing that there was any actual Possession given upon the Ground, nor have they in the least proved, that any of the Tennants (except *Peter Hood*) was in Possession of the *Middle Field*, or any part thereof, which was the only Place in question, after their taking off the Cropp, until the day of the Disturbance; being the Fourteenth of *March* last, when they entred with Twenty Men and Seven Plows, to Plow it forcibly.

3^{dly}.

Sr. *Richard Temple*, hath clearly proved, that none of the Tennants mentioned, to have Attorn'd to Mr. *Palms*, or Rented any part of those Lands in Dispute ever since *Lady Day* 1683. (except *Peter Hood*, aforesaid) who took a new Bargain of Lands; laid out by a new allotment, under a new Rent; the four Fields being reduced into three, and that the Old Tennants were discharged at *Martlemas* 1687, to leave at *Lady Day* 1688. when their Leases ended, and did accordingly quietly leave all the Meadow, Pasture, and Fallow Field; and only had leave to take off their Cropp; afterwards according to the Custome of the place, paying for the Out-stands thereof, and that the new Tennants to whom it was let, quietly enjoyed their Bargains, till the Disturbance which happened the Fourteenth of *March* 1688.

4^{thly}.

Take Notice that in their *Reply*, they have declined to maintain the Possession to all the rest, but as to *Peter Hood*; and that if the Attornment were good by him, being both an Old Tennant, and a new one, yet as to the other five Tennants, there was a cleare forcible Entry, and Breach of Priviledge committed by Mr. *Palms's* Agent, upon Sr. *Richard*.

5^{thly}.

In the next place, Sr. *Richard Temple* doth insist, that the pretended Attornment of the Old Tennants, whose Estates were determined, was absolutely Void, and could not change the Possession; and likewise, that the pretended Attornment of *Peter Hood* was Void, for that Mr. *Palms* having no Estate in Law; but an Equity of Redemption, after a Mortgage of Inheritance, is not capable of taking any by Attornment, or acquiring any Possession thereby.

Lastly, The disturbance given to *Peter Hood*, was because, that, that Field was to have layen Fallow by the new Agreement, which was to the Damage of the Tennants, nor was there more done, than only to hinder his Plowing there, nor was his Possession disturbed in that, nor any of the rest, he Enjoying it quietly to this day.